

United States Bankruptcy Court  
Southern District of New York

In re Lehman Brothers Holdings Inc., et al.,

Case No. 08-13555 (SCC)

(Jointly Administered)

**TRANSFER OF CLAIM OTHER THAN FOR SECURITY**

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

BKM Holdings (Cayman) Ltd.  
Name of Transferee

Goldman Sachs & Co.  
Name of Transferor

Court Claim #: multiple; see attached schedule

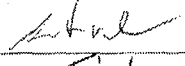
Claim Amount: see attached schedule

Name and Address where notices to Transferee  
should be sent:

BKM Holdings (Cayman) Ltd.  
c/o Davidson Kempner Capital Management  
520 Madison Avenue, 30<sup>th</sup> Floor  
New York, NY 10022  
Attn.: Jennifer Donovan  
Telephone: (212) 446-4018  
Email: [jdonovan@dkpartners.com](mailto:jdonovan@dkpartners.com)

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

BKM HOLDINGS (CAYMAN) LTD.  
By: Midtown Acquisitions LP, its sole shareholder  
By: Midtown Acquisitions GP LLC, its general partner

By:   
Name: Aaron Friedman  
Title: Manager

Date: April 18, 2016

*Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 & 3571.*

Schedule

ISIN/CUSIP	Proof of Claim Number	Allowed Claim Amount
XS0276619805	56209	\$820,214.64
XS0276619805	56210	\$17,762,628.19
XS0276619805	56211	\$0.00
XS0276619805	59233	\$249,909.41
XS0256257907	62813	\$1,276,163.19
XS0256257907	62814	\$695,918.02
XS0256257907	62815	\$5,274,870.54
XS0256257907	62816	\$94,042.98
XS0256257907	62818	\$1,403,121.21
XS0256257907	62820	\$94,042.98
XS0256257907	62821	\$566,138.72
CH0027120622	59233	\$450,000.00
XS0256934000	59233	\$425,731.73
XS0306179168	59233	\$355,104.08
XS0358176468	59233	\$290,318.26
XS0295698947	59233	\$283,821.15

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **GOLDMAN SACHS & CO.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **BKM HOLDINGS (CAYMAN) LTD.** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the allowed amounts specified in Schedule 1 attached hereto (collectively, the "Purchased Claim"), in Seller's right, title and interest in and to the Proofs of Claim related to the Purchased Claim as specified in Schedule 1 attached hereto filed by or on behalf of Seller's predecessors in interest (the "Proofs of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (SCC) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any predecessor in interest acquired the rights underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"). For the avoidance of doubt, Purchaser does not assume and shall not be responsible for any obligations or liabilities of the Seller related to or in connection with the Transferred Claims or the Proceedings.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proofs of Claim were duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proofs of Claim relate to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer of Claim; (e) the Proofs of Claim include the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that, with respect to the Transferred Claims, will give rise to any setoff, defense or counterclaim, or will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other general unsecured creditors of the same class and type as the Purchased Claim; (g) Seller has provided to Purchaser copies of Notices of Proposed Allowed Claim Amount for the Proofs of Claim, to the extent provided to Seller by Seller's predecessors in interest (and, to Seller's knowledge, there have been no supplements, amendments or revisions thereto), and no action was undertaken by Seller, or to Seller's knowledge, by a predecessor in interest, with respect thereto; (h) Seller has delivered to Purchaser copies of distribution notices from the Debtor to Seller's predecessors in interest concerning Debtor's distributions on account of the Transferred Claims, to the extent provided to Seller by Seller's predecessors in interest (and, to Seller's knowledge, there have been no supplements, amendments or revisions thereto); and (i) Seller has not received any payments or distributions, whether directly or indirectly, on account of the Transferred Claims.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the

Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Following the date of this Agreement, Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller on or after the trade date of January 29, 2016 in respect of the Transferred Claims to Purchaser (including, without further limitation, the distribution made by the Debtor on or around March 31, 2016). Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer of Claim, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

*[Remainder of page intentionally blank.]*

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  
day of April 15, 2016.

**BKM Holdings (Cayman) Ltd.**

By Midtown Acquisitions L.P., its sole shareholder

By Midtown Acquisitions GP LLC, its general partner

By: 

Name:

Title:

Address:

BKM Holdings (Cayman) Ltd.

c/o Davidson Kempner Capital Management

520 Madison Avenue, 30th Floor

New York, New York 10022

Telephone: 212 446 4018

Facsimile: 212 371 4318

Email: [jdonovan@dkpartners.com](mailto:jdonovan@dkpartners.com)

Attn: Jennifer Donovan

**GOLDMAN SACHS & CO.**

By: \_\_\_\_\_

Name:

Title:

Address:

200 West Street

New York, NY 10282-2198

Fax: (646) 769-7700

Attn: Thomas Tormey and Melissa Brown

E-mail: [thomas.tormey@gs.com](mailto:thomas.tormey@gs.com)

[melissa.v.brown@gs.com](mailto:melissa.v.brown@gs.com)

With copies to:

E-mail: [ficc-ny-closers@gs.com](mailto:ficc-ny-closers@gs.com)

[gsd.link@gs.com](mailto:gsd.link@gs.com)

[gs-sbd-admin-contacts@ny.email.gs.com](mailto:gs-sbd-admin-contacts@ny.email.gs.com)

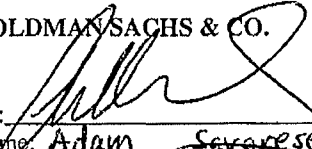
IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  
day of April 15, 2016.

BKM Holdings (Cayman) Ltd.  
By Midtown Acquisitions L.P., its sole shareholder  
By Midtown Acquisitions GP LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

Address:  
BKM Holdings (Cayman) Ltd.  
c/o Davidson Kempner Capital Management  
520 Madison Avenue, 30th Floor  
New York, New York 10022  
Telephone: 212 446 4018  
Facsimile: 212 371 4318  
Email: [jdonovan@dkpartners.com](mailto:jdonovan@dkpartners.com)  
Attn: Jennifer Donovan

GOLDMAN SACHS & CO.

By:   
Name: Adam Savarese  
Title: Managing Director

Address:  
200 West Street  
New York, NY 10282-2198  
Fax: (646) 769-7700  
Attn: Thomas Tormey and Melissa Brown  
E-mail: [thomas.tormey@gs.com](mailto:thomas.tormey@gs.com)  
[melissa.v.brown@gs.com](mailto:melissa.v.brown@gs.com)  
With copies to:  
E-mail: [ficc-ny-closers@gs.com](mailto:ficc-ny-closers@gs.com)  
[gsd.link@gs.com](mailto:gsd.link@gs.com)  
[gs-sbd-admin-contacts@ny.email.gs.com](mailto:gs-sbd-admin-contacts@ny.email.gs.com)

Schedule 1

Transferred Claims

Purchased Claim

The Purchased Claim consists of the Allowed Amounts in U.S. Dollars of the Securities under the Proofs of Claim set forth below.

Lehman Programs Securities to which Transfer Relates

ISIN/CUSIP	Issuer	Guarantor	Proof of Claim Number	Principal/Notional Amount of Security Purchased	Allowed Amount in USD Being Transferred Hereunder
XS0276619805	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	56209	EUR 684,000.00	\$820,214.64
XS0276619805	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	56210	EUR 14,857,000.00	\$17,762,628.19
XS0276619805	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	56211	EUR 40,000.00	\$0.00
XS0276619805	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	EUR 209,000.00	\$249,909.41
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62813	USD \$1,357,000.00	\$1,276,163.19
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62814	USD \$740,000.00	\$695,918.02
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62815	USD \$5,609,000.00	\$5,274,870.54
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62816	USD \$100,000.00	\$94,042.98
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62818	USD \$1,492,000.00	\$1,403,121.21
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62820	USD \$100,000.00	\$94,042.98
XS0256257907	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	62821	USD \$602,000.00	\$566,138.72
CH0027120622	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	USD \$450,000.00	\$450,000.00
XS0256934000	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	EUR 300,000.00	\$425,731.73
XS0306179168	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	CHF 350,025.00	\$355,104.08
XS0358176468	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	EUR 200,000.00	\$290,318.26
XS0295698947	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	59233	EUR 200,000.00	\$283,821.15